

**TUNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

XIN SUN,

Plaintiff,

vs.

Case No:

Hon.

Magistrate:

T & T FREIGHT CORP., an Illinois
corporation, and
TODOROV KIRIL ANGELOV,
Jointly and Severally,

Defendants.

CHRISTOPHER C. HUNTER (P54851)

JORDAN A.W. BARKEY (P79218)

MICHIGAN AUTO LAW, P.C.

Attorney for Plaintiff

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COMPLAINT

There is no other pending or resolved civil action arising out of the transaction or occurrence alleged in the complaint.

/s/ CHRISTOPHER C. HUNTER

Christopher C. Hunter

NOW COMES the above-named Plaintiff, XIN SUN, by and through her attorneys, MICHIGAN AUTO LAW. P.C., and says:

1. That the amount in controversy exceeds Twenty-Five Thousand (\$25,000.00) Dollars.

2. That the Plaintiff, XIN SUN, at all times material hereto, was a resident of the City of Maineville, County of Warren, and State of Ohio.

3. That the Defendant, TODOROV KIRIL ANGELOV, at all times material hereto, was a resident of the City of Rolling Meadows, County of Cook, and State of Illinois.

4. That the Defendant, T & T FREIGHT CORP., is an Illinois corporation authorized to do business in the City of Bagley Township, County of Otsego, and State of Michigan, by virtue of the Statutes of the State of Michigan and was at all times material hereto, doing business as Plaintiff is informed and believes.

5. The Crash which forms the subject of this complaint took place in the State of Michigan.

6. The amount in controversy exceeds \$75,000.00.

COUNT I

7. That on or about the 24th day of February, 2019, at or about 6:00 p.m., the Plaintiff, XIN SUN, was driving northbound on I-75 at or near the intersection of Main Road, in the City of Bagley Township, County of Otsego and State of Michigan.

8. That at the aforementioned time and place, the Defendant, TODOROV KIRIL ANGELOV, was driving a 2008 Volvo semi tractor-trailer, license number P807708, with the express and implied consent and knowledge of its owner, T & T FREIGHT CORP., and was in the course and scope of his employment with T & T FREIGHT CORP., said company being liable under the doctrine of Respondeat Superior and the Owner's Liability Act.

9. At that time and place, the Defendant, TODOROV KIRIL ANGELOV, owed the Plaintiff, and the public the duty to obey and drive in conformity with the duties embodied in the Common Law, the Motor Vehicle Code of the State of Michigan, as amended, and the ordinances of the City of Bagley Township.

10. That the Defendant, TODOROV KIRIL ANGELOV, did then and there display gross negligence and misconduct by failing to stop in the assured clear distance, rear-ending Plaintiff's vehicle, causing this collision.

11. That at the said time and place, Defendants TODOROV KIRIL ANGELOV and T & T FREIGHT CORP. were guilty of negligence and misconduct as follows:

- A. In driving at an excessive rate of speed, under the conditions then and there existing;
- B. In failing to yield the right of way;
- C. In driving in such a manner as to be unable to stop within the assured clear distance ahead;
- D. In failing to keep a reasonable lookout for other persons and vehicles using said highway;

E. In failing to have the vehicle equipped with proper brakes and/or failing to apply said brakes in time;

F. In failing to drive with due care and caution;

G. In failing to take all possible precautions to avoid any collision with other motor vehicles; and

H. In failing to make and/or renew observations of the conditions of traffic on the highway.

12. The Defendant TODOROV KIRIL ANGELOV was further negligent in failing to obey and drive in conformity with the Common Law and the Motor Vehicle Code of the State of Michigan as amended and ordinances of the City of Bagley Township.

13. That among those Statutes Defendants TODOROV KIRIL ANGELOV and T & T FREIGHT CORP. violated include, but are not limited to the following:

M.C.L.	257.401	Owner liability;
M.C.L.	257.402	Vehicle struck from rear;
M.C.L.	257.602(b)	Reading, typing or sending text message
M.C.L.	257.626	Reckless driving;
M.C.L.	257.626(b)	Careless or negligent driving;
M.C.L.	257.627	General restrictions as to speed - assured clear distance ahead;
M.C.L.	257.643	Following too closely;
M.C.L.	257.683	Unlawful to drive or, as owner, permit to be driven or moved unsafe vehicle;
M.C.L.	257.705	Brakes;
M.C.L.	480.11, et seq.	Motor Carrier Safety Act of 1963;
		Motor Carrier Safety Act
49 C.F.R.		Code of Federal Regulations.

14. That Defendants' negligence was the proximate cause of Plaintiff XIN SUN being seriously injured, suffering a serious impairment of body function and/or permanent serious disfigurement plus other injuries to the head, neck, shoulders,

arms, knees, back, chest and to other parts of her body, externally and internally, and some or all of which interferes with her enjoyment of life and experiencing great pain and suffering

15. That as a proximate result of said injuries, the Plaintiff XIN SUN suffered traumatic shock and injury to the nervous system, causing severe mental and emotional anguish, which interferes with her enjoyment of life and may require psychiatric treatment, and more generally became sick and disabled, and some or all of said injuries, as set forth herein, may be permanent in nature.

16. That should it be determined at the time of trial that the said Plaintiff XIN SUN was suffering from any pre-existing conditions, at the time of the aforesaid collision, then and in such event, it is averred that the negligence of Defendant precipitated, exacerbated, and aggravated any such pre-existing conditions.

WHEREFORE, the Plaintiff, XIN SUN, now claims judgment for whatever amount she is found to be entitled, plus court costs, attorney fees and interest from the date of filing this Complaint.

COUNT II

NOW COMES the Plaintiff, XIN SUN, and adds a Count II as follows:

17. Plaintiff hereby realleges, reaffirms and incorporates herein by reference all allegations in paragraphs numbered 1-16.

18. Plaintiff hereby claims damages for allowable expenses and work loss in excess of the daily, monthly, and three (3) year limitations plus all other economic damages allowable under the Michigan No-Fault Law.

19. Plaintiff hereby claims all non-economic damages for the serious impairment of body function and/or permanent serious disfigurement as more clearly set out in the injuries listed in Count I.

WHEREFORE, the Plaintiff, XIN SUN, now claims judgment for whatever amount she is found to be entitled, plus court costs, attorney fees and interest from the date of filing this Complaint.

COUNT III

NOW COMES the Plaintiff, XIN SUN, and adds a Count III as follows:

20. Plaintiff hereby realleges, reaffirms and incorporate herein by reference all allegations in paragraphs numbered 1-19.

21. T & T FREIGHT CORP. is the employer of TODOROV KIRIL ANGELOV who was acting within the course and scope of his employment with Defendant T & T FREIGHT CORP. at the time of the accident herein.

22. That in addition to the allegations set out in Counts I and II, Defendant TODOROV KIRIL ANGELOV's employer, T & T FREIGHT CORP. is liable for Defendant TODOROV KIRIL ANGELOV's negligence under the doctrine of Respondent Superior.

23. That as a proximate cause of Defendant TODOROV KIRIL ANGELOV's negligence, Plaintiff XIN SUN was seriously injured and suffered additional injuries and damages as set out in Counts I and II.

WHEREFORE, the Plaintiff, XIN SUN now claims judgment for whatever amount she is found to be entitled, plus court costs, attorney fees and interest from the date of filing this complaint.

COUNT IV

NOW COMES the Plaintiff XIN SUN, by and through her attorneys, MICHIGAN AUTO LAW, P.C., and adds a Count IV as follows:

24. Plaintiff hereby realleges, reaffirms and incorporates herein by reference all allegations in paragraphs numbered 1-23.

25. That the defendant-owners, carelessly, recklessly and negligently entrusted said motor vehicle and the operation thereof to the defendant-driver, the latter being a person incompetent and unfit to drive a motor vehicle upon the highway of the State of Michigan by reason of inability, inexperience, and consistently negligent driving, all of which were known by the defendant-owners, or should have been known in the exercise of reasonable care and caution by the defendant-owners, as indicated by the attached driving record of the defendant-driver, reflecting numerous driving offenses and suspensions; that the defendant-owners are hereby guilty of negligence, independent of defendant-driver.

WHEREFORE, the Plaintiff, XIN SUN, now claims judgment for whatever amount she is found to be entitled, plus costs, attorney fees and interest from the date of filing this Complaint.

COUNT V

NOW COMES the Plaintiff XIN SUN, by and through her attorneys, MICHIGAN AUTO LAW, P.C., and adds a Count V as follows:

26. Plaintiff hereby realleges, reaffirms, and incorporates herein by reference herein all allegations in paragraphs numbered 1-25.

27. That there existed a written equipment and services lease agreement between Defendant, T & T FREIGHT CORP. and Defendant, TODOROV KIRIL ANGELOV.

28. The written lease agreement between Defendants imposes lessor/lessee statutory liability upon Defendants and includes provisions providing the basis for potential liability under "statutory employee" and/or "statutory owner" doctrines of liability under the United States Code and the Code of Federal Regulations.

29. Upon information and belief said equipment and services lease agreement includes the leased vehicle involved in the motor vehicle accident of February 24, 2019.

30. In addition to the allegations set out in Count I, Defendant T & T FREIGHT CORP. is liable for the negligence of Defendant TODOROV KIRIL ANGELOV under statutory employee and/or statutory owner doctrines of liability.

31. In addition to the allegations set out in Count I, Defendant T & T FREIGHT CORP. is liable for the negligence of Defendant, TODOROV KIRIL ANGELOV, under the Motor Carrier Safety Act, Title 49 of the Code of Federal Regulations.

32. In addition to the allegations set out in Count I, Defendant, T & T FREIGHT CORP., is liable for the negligence of Defendant, TODOROV KIRIL ANGELOV, under M.C.L. 257.401, Owner Liability and M.C.L. 480.11 et seq, Michigan's Motor Carrier Safety Act of 1963.

33. Defendant, T & T FREIGHT CORP., was negligent in failing to ensure that its employees adhere to the proper regulations and/or failed to properly supervise, train, and/or control its employees, including but not limited to Defendant TODOROV KIRIL ANGELOV.

34. Defendant, T & T FREIGHT CORP., was negligent in its supervision of Defendant TODOROV KIRIL ANGELOV.

35. The negligence of Defendant T & T FREIGHT CORP. in directing, instructing, and supervising Defendant TODOROV KIRIL ANGELOV was a cause of the collision.

36. Defendant T & T FREIGHT CORP. negligently entrusted Defendant TODOROV KIRIL ANGELOV with the vehicle owned by T & T FREIGHT CORP...

37. That as a proximate result of Defendants' negligence, Plaintiff, XIN SUN, was seriously injured and suffered additional injuries and damages as set out in Counts I and II.

WHEREFORE, the Plaintiff, XIN SUN, now claims judgment for whatever amount she is found to be entitled, plus court costs, attorney fees and interest from the date of filing this Complaint.

MICHIGAN AUTO LAW, P.C.

/s/ **CHRISTOPHER C. HUNTER**

BY: _____
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Dated: February 15, 2022